

JURISDICTION AND VENUE

2. This Court has original subject matter jurisdiction over the instant action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) because it arises under the laws of the United States and seeks redress for violations of federal laws.

3. This Court may properly assert personal jurisdiction over Defendants because their contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendants to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in *Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945), and its progeny.

4. Pursuant to 28 U.S.C. § 1392(b)(1) and (b)(2), venue is properly laid in this district because Defendants are deemed to reside where they are subjected to personal jurisdiction, rendering Defendants residents of the Eastern District of Pennsylvania.

5. Plaintiff is proceeding herein (in part) under Title VII/PDA and the ADA after properly exhausting all administrative remedies with respect to such claims by timely filing a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) and by filing the instant lawsuit within ninety (90) days of receiving a notice of dismissal and/or right to sue letter from the EEOC.

PARTIES

6. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

7. Plaintiff is an adult individual, with an address set forth in the caption.

of same because of the date of issuance of her federal right-to-sue-letter under Title VII/PDA and the ADA. Plaintiff’s PHRA claims however will mirror identically her federal claims under Title VII/PDA and the ADA.

8. Dasmen Residential, LLC *d/b/a* Lavana Falls and Dasmen HR, LLC comprise a property management and investment company that owns and operates multi-family properties in several states throughout the United States (including Pennsylvania), with an address set forth in the caption. Plaintiff was hired through and at all times relevant herein worked out of the Lavana Falls apartment property located at 7200 Marion Avenue, Levittown, Pennsylvania.

9. Upon information and belief, because of their interrelation of operations, common ownership or management, centralized control of labor relations, common ownership or financial controls, and other factors, Defendants are sufficiently interrelated and integrated in their activities, labor relations, ownership and management that they may be treated as a single and/or joint employer for purposes of the instant action.

10. At all times relevant herein, Defendants acted by and through their agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for the Defendants.

FACTUAL BACKGROUND

11. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

12. Plaintiff is a female individual.

13. Plaintiff was hired by Defendants on or about June 3, 2019 as a leasing consultant at its property, Lavana Falls (an apartment complex), located in Levittown, Pennsylvania.

14. In or about October of 2019, Plaintiff moved into an apartment at the Lavana Falls complex.

15. Plaintiff was primarily supervised by Property Manager, Abraham Lowenthal (*hereinafter* “Lowenthal”) and generally supervised by Regional Manager, Jeremy Baum (*hereinafter* “Baum”).

16. Throughout her employment with Defendants, Plaintiff was a hard-working employee who performed her job well.

17. At the time Plaintiff began her employment with Defendants, she informed Defendants that she pregnant and due to have her child on or about January 9, 2020.

18. However, Plaintiff unexpectedly delivered her child approximately one month early on December 9, 2019.

19. While in the hospital following the delivery of her newborn son, Plaintiff completed short-term disability (“STD”) paperwork and was scheduled to return to work on or about January 21, 2020.

20. Immediately following his birth, Plaintiff’s newborn son was transferred to the Neonatal Intensive Care Unit (“NICU”) because he was born premature and the doctors discovered an arachnoid cyst (a brain cyst).

21. Following Plaintiff’s newborn son’s discharge from the hospital, he was referred to Children’s Hospital of Philadelphia (“CHOP”) for further evaluation.

22. Because Plaintiff’s son is very young and has other health conditions, he requires more doctors’ visits than a normal newborn, as his brain cyst needs to be continuously monitored, and at all times relevant hereto, Defendants’ management was aware of her son’s serious health conditions.

23. Plaintiff was released to return to work by her doctor on or about January 22, 2020.

24. On or about January 21, 2020, Plaintiff informed the Baum that her doctor had cleared her to return to work starting January 22, 2020. Baum instructed Plaintiff to contact Human Resources (“HR”).

25. Thereafter, as per Baum’s instructions (*see* Paragraph 24, *supra*), Plaintiff contacted HR Manager, Melanie Barba (*hereinafter* “Barba”) and informed her that Plaintiff’s

doctor had cleared her to return to work on January 22, 2020. Barba dismissively responded to Plaintiff, stating “There is a lot going on this week at Lavana Falls and we will need a few days to prepare. Are you available to touch base on Friday? The morning works best for me but I can be available in the early afternoon if that work better for you. Just please let me know!” Plaintiff was further advised that it was “up to” Defendants (not her physician) when she was able to return to work.

26. Plaintiff was thereafter advised to call HR on Friday, January 24, 2020, to further discuss her return to work. As a result, Plaintiff was kept out of work on January 22, January 23, and January 24.

27. On or about January 24, 2020, Plaintiff contacted Barba (Baum was also on the phone but did not speak), who informed her that she was being terminated from her employment with Defendants for violating the terms of her lease agreement (failing to pay rent for November of 2019, December of 2019, and January of 2020, in a timely manner).

28. Defendants’ management was well aware of Plaintiff’s premature delivery and her son’s aforesaid health conditions; yet, not one member of Defendants’ management mentioned to Plaintiff while she was out on maternity that that if she didn’t pay her rent by a certain date, she would be terminated from her employment.

29. While Plaintiff was asked when she would be paying her rent by Baum a few times, he only every stated that Defendants would file eviction proceedings if she didn’t pay (termination of employment was never mentioned).

30. Moreover, on January 15, 2020, Plaintiff paid her November, December, and January rent; thereafter, on January 24, 2020, just before she was informed of her termination, Plaintiff paid all late and legal fees associated with eviction charges. Nonetheless, immediately after Plaintiff paid everything that she owed by way of rent and other fees, she was abruptly

informed by Barba that she was being terminated.

31. Defendants purported reason for her termination – failing to pay her rent on time – is completely pretextual because (1) Plaintiff consistently worked hard for Plaintiff and performed her job well; (2) Plaintiff paid all of her outstanding rent prior to her termination; (3) Plaintiff personally knows of at least one other employee who lived at the same apartment complex, who did not pay her rent on time (on at least two different occasions) but she was not terminated like Plaintiff (nor was the other employee ever threatened with termination); and (4) the only differences between Plaintiff and the other employee who did not pay her rent on time were that Plaintiff was pregnant and/or just had a child, was out on disability/maternity leave, and had just given birth to a child with disabilities.

32. Plaintiff believes and therefore avers that she was subjected to a hostile work environment and terminated from her employment with Defendants due to her pregnancy and/or because Defendants negatively associated her with her son's disabilities.

COUNT I

Violations of Title VII/PDA

([1] Pregnancy Discrimination; [2] Retaliation; [3] Hostile Work Environment)

33. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

34. Upon her hire, Plaintiff informed Defendants that she pregnant and due to have her child on or about January 9, 2020.

35. Plaintiff unexpectedly delivered her child approximately one month early on or about December 9, 2019.

36. While in the hospital following the delivery of her newborn son, Plaintiff completed short-term disability (“STD”) paperwork and commenced disability/maternity leave with an expected return to work date of January 21, 2020.

37. Plaintiff was released to return to work by her doctor on or about January 22, 2020.

38. Plaintiff was abruptly terminated on or about January 24, 2020 for pretextual reasons – failing to timely pay her rent.

39. Upon Plaintiff's information and belief, at least one other employee who lived at the same apartment complex, did not pay her rent on time (on at least two different occasions), but she was not terminated like Plaintiff (nor was the other employee ever threatened with termination).

40. The only differences between Plaintiff and the aforesaid other employee who did not pay her rent on time were that Plaintiff was pregnant and/or just had a child, was out on disability/maternity leave, and had just given birth to a child with disabilities.

41. Therefore, Plaintiff believes and avers that she was subjected to a hostile work environment and terminated from Defendants because of her pregnancy and/or her disability/maternity leave.

42. These actions as aforesaid constitute unlawful discrimination and retaliation under Title VII/PDA.

COUNT II
Violations of the Americans with Disabilities Act, as Amended ("ADA")
(Associational Disability Discrimination)

43. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

44. Plaintiff's newborn son suffered from qualifying health conditions under the ADA, including but not limited to an arachnoid brain cyst and other health conditions and complications.

45. Defendants knew of Plaintiff's son's disabilities at the time of her termination.

46. Plaintiff was terminated by Defendants shortly after she apprised Defendants of her son's disabilities and his need for additional medical treatment and doctors' appointments.

47. Upon information and belief, Plaintiff believes and therefore avers that she was subjected to a hostile work environment, and ultimately terminated by Defendants for: (a) being perceived as distracted for dealing with her son's health problems in and outside of work; (b) being perceived as eventually having to take protected FMLA leave to care for her son's health problems; and/or (c) for other reasons in association with her son's health problems.

48. These actions as aforesaid constitute violations of the ADA, as amended.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

A. Defendants are to promulgate and adhere to a policy prohibiting discrimination in the future against any employee(s);

B. Defendants are to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendants' illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, benefits, training, promotions, reinstatement and seniority;

C. Plaintiff is to be awarded punitive damages, as permitted by applicable law, in an amount believed by the Court or trier of fact to be appropriate to punish Defendants for their willful, deliberate, malicious and outrageous conduct and to deter Defendants or other employers from engaging in such misconduct in the future;

D. Plaintiff is to be accorded other equitable and legal relief as the Court deems just, proper and appropriate (including but not limited to damages for emotional distress, pain, suffering and humiliation; and

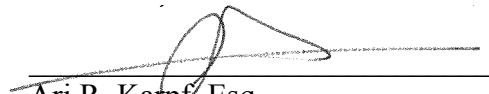
E. Plaintiff is to be awarded the costs and expenses of this action and reasonable attorney's fees as provided by applicable federal and state law.

F. Plaintiff is to be given a jury trial as demanded in the caption of this Complaint.

Respectfully submitted,

KARPF, KARPF & CERUTTI, P.C.

By:



Ari R. Karpf, Esq.
3331 Street Rd.
Two Greenwood Square, Suite 128
Bensalem, PA 19020
(215) 639-0801

Dated: September 17, 2020

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Sierra Morgan

CIVIL ACTION

v.


Dasmen Residential, LLC d/b/a Lavana Falls, et al.

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>9/17/2020</u> Date	 Attorney-at-law	<u>Plaintiff</u> Attorney for
<u>(215) 639-0801</u> Telephone	<u>(215) 639-4970</u> FAX Number	<u>akarpf@karpf-law.com</u> E-Mail Address

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 7200 Marion Avenue, Unit 6-35, Levittown, PA 19055

Address of Defendant: 581 Franklin Turnpike, Ramey, NJ 07446

Place of Accident, Incident or Transaction: Defendants place of business

RELATED CASE, IF ANY:

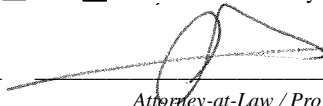
Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/17/2020


Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☒ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

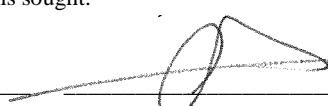
(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Ari R. Karpf, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 9/17/2020


Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

